

customer authorization required by applicable law for such access, use or disclosure. A Party accessing, using or disclosing CPNI or other customer information shall upon request by the other Party provide proof of any customer authorization for such access, use or disclosure, required by applicable law (including, copies of any written authorization). Without limiting the foregoing provisions of this Section 13, where required by 47 U.S.C. § 222, or other provision of applicable law, a Party shall obtain a signed letter of authorization from the applicable end user in order to obtain CPNI or other customer information from the other Party.

13.13 Each Party ("Auditing Party") shall have the right to audit the other Party ("Audited Party"), to ascertain whether the Audited Party is complying with the requirements of applicable law and this Agreement with regard to the Audited Party's access to, and use and disclosure of, CPNI and other customer information, which is made available by the Auditing Party to the Audited Party under this Agreement. Any audit conducted under this Section 13.13 shall be conducted in accordance with Section 15, "Audits and Inspections". Any information disclosed by the Audited Party to the Auditing Party or the Auditing Party's employees, Agents or contractors, in an audit conducted under this Section 13.13 shall be considered to be Confidential Information under this Section 13.

13.14 To the extent permitted by applicable law, each Party ("Auditing Party") shall have the right to monitor the access of the other Party ("Audited Party") to CPNI and other customer information which is made available by the Auditing Party to the Audited Party under this Agreement, to ascertain whether the Audited Party is complying with the requirements of applicable law and this Agreement with regard to the Audited Party's access to, and use and disclosure of, such CPNI and other customer information. To the extent permitted by applicable law, the foregoing right shall include, but not be limited to, the right to electronically monitor the Audited Party's access to and use of CPNI and other customer information which is made available by the Auditing Party to the Audited Party under this Agreement through electronic interfaces or gateways, to ascertain whether the Audited Party is complying with the requirements of applicable law and this Agreement with regard to the Audited Party's access to, and use and disclosure of, such CPNI and other customer information.

13.15 Nothing herein shall be construed as limiting the rights of either Party with

respect to its own subscriber information under any applicable law, including without limitation Section 222 of the Act.

SECTION 14 USE OF TRADEMARKS OR SERVICE MARKS

14.1 Neither Party nor its subcontractors or agents shall publish or use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials, without such Party's prior written consent.

SECTION 15 AUDITS AND EXAMINATIONS

15.1 As applicable consistent with the provision of the relevant services or functions by a Party under this Agreement, each Party may audit the other Party's books, records and documents for the purpose of evaluating the accuracy of the other Party's bills and performance reports rendered under this Agreement. Such audits may be performed no more than a total of four (4) times in a calendar year nor more often than once every nine (9) months for a specific subject matter area; provided, that particular subject matter audits may be conducted more frequently (but no more frequently than once in each calendar quarter) if the immediately prior audit for such area found previously uncorrected net inaccuracies or errors in billing or performance reporting in favor of the audited Party having an aggregate value of at least five percent (5%) of the amounts payable by the auditing Party, or statistics reportable by the audited Party, relating to services provided by the audited Party during the period covered by the audit.

15.2 In addition to the audits described in Section 15.1, each Party may audit the other Party's books, records and documents for the purpose of evaluating compliance with CPNI where the audited Party has access to CPNI in the custody of the auditing Party pursuant to this Agreement. Such CPNI audits must be performed in a minimally disruptive fashion, and an audited Party may bring objections to the Commission, if the audits are unnecessarily intrusive and the Parties cannot resolve their disputes. Such CPNI audits may not be performed more frequently than annually; provided, however, that the frequency of CPNI audits may be increased to quarterly if violations of a Party's CPNI obligations exceeds five percent (5%) of the audit sample.

15.3 The auditing Party may employ other persons or firms for this purpose. Such audit shall take place at a time and place agreed on by the Parties; provided, that the auditing Party may require that the audit commence no later than sixty (60) days after the auditing Party has given notice of the audit to the other Party.

15.4 The audited Party shall promptly correct any error that is revealed in a billing audit, including back-billing of any underpayments and making a refund, in the form of a billing credit, of any over-payments. Such back-billing and refund shall appear on the audited Party's bill no later than the bill for the third full billing cycle after the Parties have agreed upon the accuracy of the audit results.

15.5 Each Party shall cooperate fully in any audits required hereunder, providing reasonable access to any and all employees, books, records and documents, reasonably necessary to assess the accuracy of the audited Party's bills or performance reports, or compliance with CPNI obligations, as appropriate.

15.6 Audits shall be performed at the auditing Party's expense, provided that there shall be no charge for reasonable access to the audited Party's employees, books, records and documents necessary to conduct the audits provided for hereunder.

15.7 Books, records, documents, and other information, disclosed by the audited Party to the auditing Party or the Auditing Party's employees, agents or contractors in an audit under this Section 15, shall be deemed to be Confidential Information under Section 13.

15.8 This Section 15 shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.

SECTION 16 DISPUTE RESOLUTION PROCEDURES

16.1 The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve may be submitted to the Commission for resolution and accepted subject to the discretion of the Commission. The Parties agree to seek

expedited resolution by the Commission, and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. The Parties agree that the Commission may direct them to engage an expert(s) or other facilitator(s) to assist in its decision making. Each Party shall pay half of the fees and expenses so incurred. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement; provided, however, that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.

SECTION 17 OPTION TO OBTAIN SERVICES UNDER OTHER AGREEMENTS

17.1 In accordance with the requirements of 47 U.S.C. § 252(i), each Party shall, upon written request by the other Party, make available to the requesting Party any interconnection, service, or network element provided under an agreement with a third party, and which is approved by the Commission pursuant to 47 U.S.C. § 252, upon the same terms and conditions (including prices) provided in the agreement with the third party. This Agreement shall thereafter be amended to incorporate the terms and conditions (including prices) from the third party agreement applicable to the interconnection, service, or network element that the requesting Party has elected to purchase pursuant to the terms and conditions of the third party agreement. The amended rates, terms and conditions from the third party agreement shall be effective upon: (i) amendment by the Parties, or (ii) sixty (60) days after the date of written request, whichever is earlier.

17.2 To the extent the exercise of the foregoing option requires a rearrangement of facilities by the providing Party, the requesting Party shall be liable for the non-recurring charges associated therewith, as well as for any termination charges, if any, associated with the termination of existing facilities or services.

SECTION 18 NETWORK ELEMENT BONA FIDE REQUEST

18.1 A Network Element Bona Fide Request ("BFR") shall be submitted by MCIm to NYNEX in writing and shall include a technical description of each requested Network Element.

18.2 MCIm may cancel a BFR at any time, but shall pay, subject to the provisions of this Section 18.2, NYNEX's reasonable and demonstrable costs of processing and/or implementing the BFR up to the date of cancellation. The foregoing obligation to pay shall not apply to any cancellation made within thirty (30) days of NYNEX's receipt of a BFR. If MCIm cancels the BFR after NYNEX provides a quote pursuant to Section 18.7, MCIm shall pay whichever is less: (i) NYNEX's reasonable and demonstrable costs as described above, or (ii) the estimate in the quote plus twenty percent (20%).

18.3 Within ten (10) days of its receipt, NYNEX shall acknowledge receipt of the BFR.

18.4 Within thirty (30) days of its receipt of a BFR, NYNEX shall provide to MCIm a preliminary analysis of such BFR, stating whether the Network Element is readily or currently available. The preliminary analysis shall confirm that NYNEX will offer access to the Network Element, immediately if the Network Element is readily or currently available, or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided under the Act. If NYNEX declines to provide access to the Network Element pursuant to this Section 18.4, the Parties agree to conduct good faith negotiations to attempt to refine the request.

18.5 If NYNEX determines that the Network Element is technically feasible and otherwise qualifies under the Act, it shall promptly proceed with developing the Network Element upon receipt of written authorization from MCIm. When it receives such authorization, NYNEX shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.

18.6 Unless the Parties agree otherwise, the Network Element requested shall be priced in accordance with Section 252(d)(1) of the Act.

18.7 As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element, NYNEX shall provide to MCIm a BFR quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates, and the installation intervals.

18.8 MCIm shall have ninety (90) days after its receipt of the BFR quote to confirm its order for the Network Element pursuant to the BFR quote.

18.9 If a Party to a BFR believes that the other Party is not requesting, negotiating, or processing the BFR in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with Section 251 of the Act, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act, or may invoke the Dispute Resolution Procedure as set forth in Section 16.

SECTION 19 RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

19.1 MCIIm shall in no event be liable to NYNEX for any costs whatsoever resulting from a violation of a federal, state or local environmental law by NYNEX, its contractors or agents arising out of this Agreement (a "NYNEX Environmental Violation"). NYNEX shall, at MCIIm's request, indemnify, defend, and hold harmless MCIIm, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that are caused by a NYNEX Environmental Violation.

19.2 NYNEX shall in no event be liable to MCIIm for any costs whatsoever resulting from a violation of a federal, state or local environmental law by MCIIm, its contractors or agents arising out of this Agreement (an "MCIIm Environmental Violation"). MCIIm shall, at NYNEX's request, indemnify, defend, and hold harmless NYNEX, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that are caused by an MCIIm Environmental Violation.

19.3 In the event any suspect materials within NYNEX-owned, operated or leased facilities are identified to be asbestos-containing, MCIIm will ensure that to the extent any activities which it undertakes in the facility disturb such suspect materials, such MCIIm activities will be in accordance with applicable local, state and federal environmental and health and safety statutes and regulations. Except for abatement activities undertaken by MCIIm or equipment placement activities that result in the generation or placement of asbestos containing material, MCIIm shall not have any responsibility for managing, nor be the owner of, not have any liability for, or in connection with, any asbestos containing material at NYNEX-owned, operated or leased facilities. NYNEX agrees to immediately notify MCIIm if NYNEX undertakes any asbestos control or asbestos abatement activities that potentially could affect MCIIm

equipment or operations, including, but not limited to, contamination of equipment.

SECTION 20 MISCELLANEOUS

20.1 Authorization

20.1.1 New York Telephone Company is a corporation duly organized, validly existing and in good standing under the laws of the State of New York and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

20.1.2 MCIIm is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

20.2 Compliance

20.2.1 Each Party shall comply with all federal, state, and local laws, rules, and regulations applicable to the subject matter of its performance under this Agreement.

20.2.2 Compliance with the Communications Assistance for Law Enforcement Act of 1994 ("CALEA"). Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA, to the extent CALEA is effective. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

20.3 Independent Contractors. Neither this Agreement, nor any actions taken by NYNEX or MCIIm in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between MCIIm and NYNEX, or any relationship

other than that of purchaser and seller of services. Neither this Agreement, nor any actions taken by NYNEX or MCI in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between one Party and the other Party's end users or others.

20.4 Force Majeure. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppages, acts or omissions of its vendors, or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 20.4 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. If any force majeure condition occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take all reasonable steps to correct the force majeure condition. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by NYNEX, NYNEX agrees to resume performance in a nondiscriminatory manner.

20.5 Governing Law The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties shall be governed by the laws of the State of New York other than as to conflicts of laws, except insofar as federal law may control any aspect of this Agreement, in which case federal law shall govern such aspect.

20.6 Taxes Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be

billed as a separate item on the invoice. To the extent a sale is claimed to be exempt from tax as a sale for resale, the purchasing Party shall furnish the providing Party a proper resale exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party. The Party paying any taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery. The Party obligated to collect and remit taxes shall cooperate fully in any such contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest.

20.7 ASSIGNMENT

20.7.1 Any assignment or delegation by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void (except the assignment of a right to moneys due or to become due), however, such consent shall not be unreasonably withheld. A Party assigning or delegating this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate shall provide written notice to the other Party. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement.

20.7.2 If any obligation of either Party is performed by a subcontractor or Affiliate, such Party shall remain fully responsible for the performance of this Agreement in accordance with its terms.

20.7.3 This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

20.8 **Non-Waiver** Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed

by or on behalf of the Party against whom such waiver or consent is claimed. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. By entering into this Agreement, neither Party waives any right granted to it pursuant to the Act.

20.9 Notices Notices given by one Party to the other Party under this Agreement shall be in writing and shall be: (i) delivered personally; (ii) delivered by express delivery service; (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested; or (iv) delivered by telecopy to the following addresses of the Parties:

To MCI:
MCImetro Access Transmission Services LLC
7900 Westpark Drive, 8th Floor
McLean, VA 22102
Attn: Vice President - Eastern Region
Facsimile: (703) 905-5103

Copy to:
General Counsel
MCI Communications Corporation
1801 Pennsylvania Ave, N.W.
Washington, DC 20006
Facsimile: (202) 887-2454

To NYNEX:
Bell Atlantic Network Services, Inc.
1320 North Courthouse Road, 2nd Floor
Arlington, Virginia 22201
Attn: Vice President - Interconnection Services Policy & Planning
Facsimile: (703) 974-0314

Copy to:
Legal Department, Bell Atlantic Network Services, Inc.
1320 North Courthouse Road, 8th Floor
Arlington, Virginia 22201

Attn: Associate General Counsel

Copy to:
Bell Atlantic - New York
1095 Avenue of the Americas, Room 3732
New York, New York 10036
Attn: Sandra Thorn, General Counsel
Facsimile: (212) 597-2560

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of: (i) the date of actual receipt; (ii) the next business day when notice is sent via express mail or personal delivery; (iii) three (3) days after mailing in the case of first class or certified U.S. mail; or (iv) on the date set forth on the confirmation in the case of telecopy.

If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section 20.9.

20.10 Joint Work Product This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

20.11 No Third Party Beneficiaries/Disclaimer of Agency This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder, provided, however, that this shall not be construed to prevent MCI from providing its Telecommunications Services to other carriers. This Agreement shall not provide any person not a Party hereto with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing without reference hereto. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of

the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

20.12 Technology Upgrades Nothing in this Agreement shall limit NYNEX's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. NYNEX shall provide MCI written notice at least ninety (90) days prior to the incorporation of any such upgrades in NYNEX's network which will materially impact MCI's service. NYNEX shall provide as much as one hundred eighty (180) days prior notice if it is reasonably possible to do so. MCI shall be solely responsible for the cost and effort of accommodating such changes in its own network.

20.13 Survival. The Parties' obligations or any liabilities under this Agreement which by their nature are intended to continue beyond (or to be performed after) the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, including without limitation, Sections 4.3, 6, 20.2.2, 20.4, 20.8, 20.9 and 20.11 of this Part A.

20.14 Entire Agreement. The terms contained in this Agreement, and any Parts, Attachments, Annexes, tariffs and other documents or instruments expressly referred to herein, are hereby incorporated into this Agreement by this reference as if set forth fully herein and, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals, agreements, representations, statements, negotiations and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

20.15 Power and Authority. Each Party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each has been properly authorized and empowered to enter into this Agreement.

20.16 Amendments and Modifications. No provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or

modification is in writing, dated, and signed by both Parties.

20.17 Counterparts. This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

20.18 Severability. If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate the entire Agreement, unless such construction would be unreasonable.

20.18.1 [INTENTIONALLY LEFT BLANK]

20.18.2 Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

**MCImetro Access Transmission
Services, Inc.**

By: /s/

Printed: Dennis J. Kern

Title: Vice President

Date:

**New York Telephone Company
d/b/a NYNEX**

By: /s/

Printed: Peter Karoczkai for Jacob J.
Goldberg

Title: President - Telecom Industry
Services Bell Atlantic

Date: September 2, 1997

PART B

DEFINITIONS

PART B

DEFINITIONS

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below.

1.1 "911 Service" means a universal telephone number that gives the public direct access to the PSAP. Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.

1.2 "911 Site Administrator" is a person assigned by MCI to establish and maintain 911 service location information for its subscribers.

1.3 "Access Services" means the interstate and intrastate switched access and private line transport services provided to Interexchange Carriers and other interexchange customers.

1.4 "Access Service Request" or "ASR" means the industry standard forms and supporting documentation used for ordering Access Services. The ASR may be used to order trunking and facilities between MCI and NYNEX for local interconnection.

1.5 "Act" means the Communications Act of 1934 (47 U.S.C. 151, et seq.), as amended.

1.6 "Advanced Intelligent Network" or "AIN" means a network functionality that permits specific conditions to be programmed into a switch that, when met, direct the switch to suspend call processing and to receive special instructions for further call handling instructions in order to enable carriers to offer advanced features and services.

1.7 "Affiliate" is As Defined in the Act.

1.8 "As Defined in the Act" means as specifically defined by the Act and as from time to time interpreted in the FCC Rules and Regulations.

1.9 "As Described in the Act" means as described in or required by the Act and as from time to time interpreted in the duly authorized Rules and Regulations of the FCC or the Commission.

1.10 "Asymmetrical Digital Subscriber Line" or "ADSL" means a transmission technology which transmits an asymmetrical digital signal using one of a variety of line codes as specified in ANSI standards T1.413-1995-007R2 .

1.11 "Automated Message Accounting" or "AMA" means the structure inherent in switch technology that initially records telecommunication message information. *AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE.*

1.12 "Automatic Location Identification" or "ALI" means a proprietary database developed for E911 systems that provides for a visual display of the caller's telephone number, address and the names of the emergency response agencies that are responsible for that address.

1.13 "Automatic Location Identification/Data Management System" or "ALI/DMS" means the emergency service (E911/911) database containing subscriber location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which PSAP to route the call.

1.14 "Automatic Number Identification" or "ANI" means a signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling Party.

1.15 "Automatic Route Selection" or "ARS" means a service feature that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.

1.16 "B.01 Transmission Grade of Service (GOS)" means a trunk facility provisioning standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average busy hour.

1.17 "Busy Line Verification/Busy Line Verify Interrupt" or "BLV/BLVI" means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on a Telephone Exchange Service line.

1.18 "Calling Party Number" or "CPN" is a Common Channel Interoffice Signaling ("CCIS") parameter that refers to the number transmitted through a network identifying the calling party.

1.19 "Carrier Access Billing System" or "CABS" means as defined in a document prepared under the direction of the billing committee of the OBF. The Carrier Access Billing System document is currently published by Bellcore in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services.

1.20 "Central Office Switch" or "Central Office" means a switching entity within the public switched network, including, but not limited to, end office switches and tandem office switches. Central office switches may be employed as a combination end office/tandem office switches (combination Class 5/Class 4).

1.21 "Centrex" means a Telecommunications Service that uses central office switching equipment for call routing to handle direct dialing of calls and to provide numerous private branch exchange-like features.

1.22 "Competitive Local Exchange Carrier" or "CLEC."

1.23 "Charge Number" is a CCS parameter that refers to the number transmitted through the network identifying the billing number of the calling party.

1.24 "Collocation" shall have the meaning set forth in Attachment V.

1.25 "Combinations" means provision by NYNEX of two or more connected Network Elements ordered by MCI to provide its Telecommunication Services in a geographic area or to a specific customer and that are placed on the same order by MCI.

1.26 "Commission" or "PSC" means the New York State Public Service Commission.

1.27 "Common Channel Interoffice Signaling" or "CCIS" means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be SS7.

1.28 "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a digital signaling network fully separate from the public switched telephone network that carries the actual call.

1.29 "Conduit" means a tube or protected pathway that may be used to house transmission facilities. Conduit may be underground or above ground (for example, inside buildings) and may contain one or more inner ducts.

1.30 "Confidential Information" shall have the meaning set forth in Section ____ of this Agreement.

1.31 "Control Office" means an exchange carrier center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of local interconnection arrangements.

1.32 "Cross Connection" means a connection provided pursuant to Collocation at the digital signal cross connect, MDF, or other technically feasible point including, but not limited to, frame or panel between (i) the collocating Party's equipment and (ii) the equipment or facilities of the housing party.

1.33 "Custom Calling Features" means a set of switch-based call-management service features available to residential and business customers, including but not limited to, call-waiting, call-forwarding, and three-party calling.

1.34 "Custom Local Area Signaling Services" or "CLASS" means certain CCIS-based features available to customers including, but not limited to: automatic call back; call trace; caller identification; automatic recall and future CCIS-based offerings.

1.35 "Database management system" or "DBMS" is a computer system used to store, sort, manipulate and update the data required to provide selective routing and ALI.

1.36 "Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

1.37 "Digital Signal Level 0" or "S0" means the 56 Kbps or 64 Kbps zero-level signal in the time-division multiplex hierarchy.

1.38 "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

1.39 "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy.

1.40 "Direct Customer Access Service" or "DCAS" means an electronic interface system provided by NYNEX to facilitate the ordering, provisioning and maintenance of various interconnection arrangements.

1.41 "Directory Assistance Database" means the information source containing any subscriber record used by NYNEX in its provision of live or automated operator-assisted directory assistance.

1.42 "Directory Assistance Services" means the provision of listings to callers and may include the option to complete the call at the caller's direction.

1.43 "Directory Listings" refers to subscriber information, including but not limited to name, address and phone numbers, that is published in any media, including but not limited to traditional white/yellow page directories, specialty directories, CD ROM, and other electronic formats.

1.44 "Disclosing Party" shall have the meaning set forth in Section ____ of this Agreement.

1.45 "E911 Message Trunk" means a dedicated line, trunk, or channel between two central offices or switching devices that provides a voice and signaling path for E911 calls.

1.46 "Effective Date" is the date on which the Commission approves the Agreement.

1.47 "Emergency Response Agency" means a governmental entity authorized to respond to requests from the public to meet emergencies.

1.48 "Emergency Service Number" or "ESN" means a number assigned to the ALI and selective routing databases for all subscriber telephone numbers. The ESN designates a unique combination of fire, police and emergency medical service response agencies that serve the address location of each in-service telephone number.

1.49 "Enhanced 911 Service" or "E911" means a telephone communication service that will automatically route a call dialed "911" to a designated PSAP attendant and will provide to the attendant the calling party's telephone number and, when possible, the

address from which the call is being placed and the emergency response agencies responsible for the location from which the call was dialed.

1.50 "Enhanced Directory Assistance" refers to Directory Assistance Services, including, but not limited to, reverse search, talking yellow pages, and locator services.

1.51 "Enhanced White Pages" means optional features available for white pages Directory Listings (e.g., bold, all capitals, logos).

1.52 "Enhanced Yellow Pages" means optional features available for yellow pages Directory Listings (e.g., red type, bold, all capital, additional line of text, indented).

1.53 "Exchange Access" is As Defined in the Act.

1.54 "Exchange Message Record" or "EMR" means a standard used for exchange of telecommunications message information among telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Record.

1.55 "Expanded Interconnection Service" or "EIS" means the collocation arrangement that NYNEX provides in its designated wire centers.

1.56 "FCC" means the Federal Communications Commission.

1.57 "FCC Rules and Regulations" means the rules, regulations, decisions and orders of the FCC.

1.58 "Gateway" (ALI Gateway) is a telephone company computer facility that interfaces with MCI's 911 administrative site to receive Automatic Location Identification (ALI) data from MCI. Access to the Gateway will be via a dial-up modem using a common protocol or other mutually agreed to access means.

1.59 "Government Subscriber Assistance Program" means any program provided to low-income subscribers pursuant to state or federal requirement, including the existing Lifeline and Link-Up Programs.

1.60 "HDSL" or "High-Bit Rate Digital Subscriber Line" means a transmission technology that transmits up to a DS1-level signal, using any one of the following line codes: 2 Binary / 1 Quaternary ("2B1Q"), Carrierless AM/PM, Discrete Multitone ("DMT"), or 3 Binary / 1 Octet ("3BO").

1.61 "Integrated Digital Loop Carrier" or "IDLC" means a subscriber loop carrier system that integrates within the switch, at a DS1 level, twenty-four (24) local Link transmission paths combined into a 1.544 Mbps digital signal.

1.62 "Integrated Services Digital Network" or "ISDN" means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).

1.63 "Interconnection" is As Described in the Act and refers to the connection of a network, equipment, or facilities, of one carrier with the network, equipment, or facilities of another for the purpose of transmission and routing of Telephone Exchange Service traffic and exchange access traffic.

1.64 "Interconnection Point" or "IP" means a point of demarcation where the networks of NYNEX and MCIIm interconnect for the exchange of traffic.

1.65 "Interexchange Carrier" or "IEC" means provider of interexchange Telecommunications Services.

1.66 "Interim Number Portability" or "INP" is a service arrangement whereby subscribers who change local service providers may retain existing telephone numbers with as little impairment of functioning of quality, reliability, or convenience as possible when remaining at their current location or changing their location within the geographic area served by the initial carrier's serving central office.

1.67 "InterLATA Service" is As Defined in the Act.

1.68 "Line Information Database(s)" or "LIDB" means an SCP database that provides for such functions as calling card validation for telephone line number cards issued by NYNEX and other entities and validation for collect and billed-to-third-party services.

1.69 "Local Access and Transport Area" or "LATA" is As Defined in the Act.

1.70 "Local Exchange Carrier" or "LEC" is As Defined in the Act.

1.71 "Local Traffic" means a call that is originated and terminated within a given LATA, in the state of New York except for those calls that are specified to be terminated through switched access arrangements under applicable PSC rules. IntraLATA calls

originated on a 1+ presubscription basis or a casual dialed (10XXX/101XXX) basis are not considered local traffic.

1.72 "Main Distribution Frame" or "MDF" means the distribution frame of the Party providing the link used to interconnect cable pairs and line and trunk equipment terminals on a switching system.

1.73 "Master Street Address Guide" or "MSAG" means a database defining the geographic area of an E911 service. It includes an alphabetical list of the street names, high-low house number ranges, community names, and emergency service numbers provided by the counties or their agents to NYNEX.

1.74 "MCI" means MCI Telecommunications Corporation.

1.75 "MCIIm" means MCIImetro Access Transmission Services LLC.

1.76 "Meet-Point Billing" means the process whereby each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service as agreed to in the agreement for Switched Access Meet Point Billing.

1.77 "Multiple Exchange Carrier Access Billing" or "MECAB" document prepared by the billing committee of the OBF, that functions under the auspices of the CLC of the ATIS. The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs (including a LEC and a CLEC), or by one LEC in two or more states within a single LATA.

1.78 "Multiple Exchange Carriers Ordering and Design" or "MECOD" Guidelines for Access Services - Industry Support Interface, means the document developed by the ordering/provisioning Committee under the auspices of the OBF, that functions under the auspices of the CLC of the ATIS. The MECOD document, currently published by Bellcore as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service which is to be provided by two or more LECs (including a LEC and a CLEC). It is published by Bellcore as SRBDS 00983.

1.79 "Mutally Agree" means that the Parties intend to agree upon a subject and that neither Party will withhold its agreement unreasonably, except where the Agreement expressly provides that a Party may withhold its agreement in its sole discretion.

1.80 "National Emergency Number Association" or "NENA" is an association with a mission to foster the technological advancement, availability, and implementation of 911 nationwide.

1.81 "Network Element" is As Defined in the Act.

1.82 "Network Element Bona Fide Request" means the process described in Part A that prescribes the terms and conditions relating to a Party's request that the other Party provide a Network Element *not otherwise provided by the terms of this Agreement*.

1.83 "North American Numbering Plan" or "NANP" means the system or method of telephone numbering employed in the United States, Canada, and certain Caribbean countries. It denotes the three digit Numbering Plan Area code and a seven digit telephone number made up of a three digit NXX Central Office code plus a four digit station number.

1.84 "Number Portability" is As Defined in the Act.

1.85 "Numbering Plan Area" or "NPA" (sometimes referred to as an area code) means the three digit indicator that is designated by the first three digits of each 10-digit telephone number within the NANP. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs." A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A "Non-Geographic NPA", also known as a "Service Access Code (SAC)" is typically associated with a specialized Telecommunications Service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

1.86 "NXX," "NXX Code," or "Central Office Code," or "CO Code" is the three digit switch entity indicator that is defined by the fourth, fifth and sixth digits of a 10 digit telephone number within the NANP.

1.87 "OBF" means the Ordering and Billing Forum, that functions under the auspices of the Carrier Liaison Committee ("CLC") of the ATIS.

1.88 "Operator Services" means: (i) operator handling for call completion (e.g., collect calls); (ii) operator or automated assistance for billing after the customer has dialed the

called numbed (e.g., credit card calls); (iii) special services (e.g., BLV/BLVI, emergency agency call); and (iv) directory assistance services.

1.89 "Operator Systems" is the Network Element(s) that provides operator and automated call handling with billing, special services, subscriber telephone listings, and optional call completion services.

1.90 "Party" means either NYNEX or MCI; "Parties" means NYNEX and MCI.

1.91 "Percent Local Usage" or "PLU" means the calculation that represents the ratio of the local minutes to the sum of local and intraLATA toll minutes between exchange carriers sent over local interconnection trunks. Directory assistance, BLV/BLVI, 900, 976, transiting calls from other exchange carriers and switched access calls are not included in the calculation of PLU.

1.92 "Pole Attachment" means the connection of a facility to a utility pole. Some examples of facilities are mechanical hardware, grounding and transmission cable, and equipment boxes.

1.93 "Port" means a termination on a Central Office Switch that permits subscribers to send or receive Telecommunications over the public switched network.

1.94 "POT Bay" or "Point of Termination Bay" means the intermediate distributing frame system that serves as the point of demarcation for collocated interconnection.

1.95 "Proprietary Information" shall have the same meaning as Confidential Information.

1.96 "Public Safety Answering Point" or "PSAP" means the public safety communications center where 911 calls placed by the public for a specific geographic area will be answered.

1.97 "Rate Center" means the specific geographic point that has been designated by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center. Rate Centers will be identical for each Party until such time as MCI is permitted by an appropriate regulatory body or elects to create its own Rate Centers within an area.